



भारत का राजपत्र

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No. 49] NEW DELHI, SATURDAY, DECEMBER 7—DECEMBER 13, 2013 (AGRAHAYANA 16, 1935)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

भाग IV [PART IV]

[गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं]
[Advertisements and Notices issued by Private Individuals and Private Bodies]

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS/PUBLIC NOTICES IN THIS PART OF THE GAZETTE OF INDIA. PERSONS NOTIFYING THE ADVERTISEMENTS/PUBLIC NOTICES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER
Controller of Publication

CHANGE OF NAME

I, DEEPAK KUMAR SHARMA son of Sh. SUDHAKAR SHARMA, employed in Central Govt. (Min. of Defence) in the Ordnance Factory, Dehradun, residing at B-5/6, New Type-II, O.F. Estate, Raipur, Dehradun, have changed the name of my minor son SUNIT SHARMA, DoB 01.02.2003 and he shall hereafter be known as RISHABH KUMAR SHARMA.

It is certified that I have complied with other legal requirements in this connection.

DEEPAK KUMAR SHARMA
[Signature of Guardian]

I, hitherto known as KUMAR S son of Sh. ANANT PANDEY, employed as Air Force Personnel residing at Unit-275 SU, AF Station, Suratgarh C/o 56, APO, Distt.-Sriganganagar (Rajasthan), have changed my name and shall hereafter be known as SATYENDRA KUMAR.

It is certified that I have complied with other legal requirements in this connection.

KUMAR S
[Signature (in existing old name)]

I, hitherto known as VENKATESAN son of Late GOVIND SWAMY, employed in Gun Carriage Factory, residing at 279, Karondi, Ranjhi, Jabalpur (M.P.), have changed my name and shall hereafter be known as G. VENKATESAN SWAMY.

It is certified that I have complied with other legal requirements in this connection.

VENKATESAN
[Signature (in existing old name)]

I, hitherto known as ALE PRAKASH son of Sh. ALE VISHWANADHAM, residing at 6-2-81, Sanjivaiah Colony, Bala Nagar, R. R. Distt. Pin-500037, A.P., have changed my name and shall hereafter be known as ALE PRAKASH ADITYA.

It is certified that I have complied with other legal requirements in this connection.

ALE PRAKASH
[Signature (in existing old name)]

I, hitherto known as P. R. THANGAMMAL wife of Sh. P. SUBBAIAH, residing at Ward No. 9, Dairy Farm, Port Blair, A & N Islands, have changed my name and shall hereafter be known as S. THANGAMMAL.

It is certified that I have complied with other legal requirements in this connection.

P. R. THANGAMMAL
[Signature (in existing old name)]

I, hitherto known as PRAKASH RAMRAO JADHAV son of Sh. RAMCHANDRA SHIVRAM JADHAV, I am a Central Govt. Employee, Present Post: Security Guard (working) in Bhabha Atomic Research Centre, Trombay, Mumbai-85, residing at A-23, Tukaram D A E Quarters, Anushakti Nagar, Mumbai-400094, have changed my name and shall hereafter be known as PRAKASH RAMCHANDRA JADHAV.

It is certified that I have complied with other legal requirements in this connection.

PRAKASH RAMRAO JADHAV
[Signature (in existing old name)]

I, hitherto known as SHASKIR RAO son of Sh. NEELIAIAH, employed as Lower Division Clerk (LDC) in Military Engineer Services under Ministry of Defence, residing at Dairy Farm (Vill.), Port Blair, South Andaman (Distt.), A & N Islands, have changed my name and shall hereafter be known as B. SHASKIR RAO son of Sh. B. NEELIAIAH.

It is certified that I have complied with other legal requirements in this connection.

SHASKIR RAO
[Signature (in existing old name)]

I, hitherto known as SRINIVAS M son of Shri R. MANJUNATHA SHETTY, employed as Junior Telecom Officer at Satellite Earth Station, O/o DE (Satellite Maintenance), Eastern Telecom Region, BSNL, First Floor, New Telephone Exchange, DAG Colony, Port Blair, Andaman and Nicobar Islands-744101, residing at 213, II Floor, 6th Road, Defence Layout, Vidyananyapura,

Bangalore-560097, have changed my name and shall hereafter be known as SRINIVAS M SHETTY.

It is certified that I have complied with other legal requirements in this connection.

SRINIVAS M
[Signature (in existing old name)]

I, hitherto known as ANITA Alias ANURADHA PANDEY wife of Late UMA KANT PANDEY, employed as Labour in Ordnance Factory, Itarsi, residing at Qtr. No. 1080/Type-A, Ordnance Factory Estate, Itarsi (M.P.), have changed my name and shall hereafter be known as ANITA PANDEY.

It is certified that I have complied with other legal requirements in this connection.

ANITA Alias ANURADHA PANDEY
[Signature (in existing old name)]

I, hitherto known as SHRIKRISHAN son of Sh. PHOOLAN SINGH, employed as Project Director, M/s. Som Datt Builders Pvt. Ltd., residing at D-3, Dev Bhoomi Apartment, Deonghat, Solan (H.P.), have changed my name and shall hereafter be known as SHRIKRISHNA.

It is certified that I have complied with other legal requirements in this connection.

SHRIKRISHAN
[Signature (in existing old name)]

I, hitherto known as NANDKISHORE son of Sh. NAVRANGLAL SHARMA, a businessman, residing at Plot No. 5, Ganesh Wadi, Jilha Peth, Jalgaon-425001 (MH), have changed my name and shall hereafter be known as NANDKISHORE son of Sh. NAVRANGLAL JANGID.

It is certified that I have complied with other legal requirements in this connection.

NANDKISHORE
[Signature (in existing old name)]

I, hitherto known as VEDRE SRI AUROBINDO @ VEDRE SRI AUROBINDO ARVIND REDDY son of Sh. V. JITHENDARNATH REDDY, residing at 3-6-131/1, Flat No. 101, Opp. Madina Degree College, St. No. 18, Himayath Nagar, Hyderabad-29, A.P., have changed my name and shall hereafter be known as VEDRE ARAWIND REDDI.

It is certified that I have complied with other legal requirements in this connection.

VEDRE SRI AUROBINDO
@ VEDRE SRI AUROBINDO ARVIND REDDY
[Signature (in existing old name)]

I, hitherto known as GADIKOTA DHANAMMA daughter of Sh. G. SHANKARAIHA wife of Sh. RASINENI PRAVEEN KUMAR, residing at Parimineni Vari Pally (V), Kalakada (PO) & (M), Chittor Distt., A.P., Pin-517236, have changed my name and shall hereafter be known as RASINENI LAKSHMI.

It is certified that I have complied with other legal requirements in this connection.

GADIKOTA DHANAMMA
[Signature (in existing old name)]

I, hitherto known as ANITA DEVI daughter of Sh. ABHAY SINGH wife of Sh. NAVEEN YADAV, residing at 731, Sector-3, HUDA, Rewari (Haryana), have changed my name and shall hereafter be known as ANITA YADAV.

It is certified that I have complied with other legal requirements in this connection.

ANITA DEVI
[Signature (in existing old name)]

I, hitherto known as SHRUTI SHARMA daughter of Sh. S. C. SHARMA wife of Sh. VIDIT SHANKAR GAUR, residing at A-48, Pandara Road, New Delhi-110003, have changed my name and shall hereafter be known as SHRUTI SHANKAR GAUR.

It is certified that I have complied with other legal requirements in this connection.

SHRUTI SHARMA
[Signature (in existing old name)]

I, hitherto known as SHRI. MON BAHADUR SARKI son of (L) BOM, BAHADUR SARKI, employed as Telephone Mechanic in BSNL, Shillong, Meghalaya, residing at BSNL Quarter, Type-II, Block 6, Rynjah, Shillong-793006, East Khasi Hills District, Meghalaya, have changed my name and shall hereafter be known as SHRI. MON BAHADUR THAPA son of (L) BOM, BAHADUR THAPA.

It is certified that I have complied with other legal requirements in this connection.

SHRI. MON BAHADUR SARKI
[Signature (in existing old name)]

I, hitherto known as MANGESH KUMAR YADAVA son of Sh. LALOO PRASAD YADAV, employed as Manager in Corporation Bank, residing at K-46/97, Hartirath Varanasi-221001, have changed my name and shall hereafter be known as MANGESH KUMAR YADAV.

It is certified that I have complied with other legal requirements in this connection.

MANGESH KUMAR YADAVA
[Signature (in existing old name)]

I, hitherto known as JOSHEF SHAVER PAREKAR son of Sh. SHAVER PAREKAR, employed as a Priest, residing at Machigad Village, Talukar Khanapur, District Belgaum, State Karnataka, have changed my name and shall hereafter be known as JOSEPH XAVIER SOUZA.

It is certified that I have complied with other legal requirements in this connection.

JOSHEF SHAVER PAREKAR
[Signature (in existing old name)]

I, DIMPLE MALHOTRA wife of Late ANIL MALHOTRA, residing at 124/A/425, Block No. 11, Govind Nagar, Kanpur (UP), have changed my minor son's name from MANAV MALHOTRA to PRANAV MALHOTRA for all purposes.

It is certified that I have complied with other legal requirements in this connection.

DIMPLE MALHOTRA
[Signature of Guardian]

I, hitherto known as GUSAIN SINGH son of Late D. S. KARAKOTI, employed as Senior Court Attendant with Supreme Court of India, Tilak Marg, New Delhi-110201, residing at 494, Laxmi Bai Nagar, New Delhi-110023, have changed my name and shall hereafter be known as GUSAIN SINGH KARAKOTI.

It is certified that I have complied with other legal requirements in this connection.

GUSAIN SINGH
[Signature (in existing old name)]

I, hitherto known as ARCHANA AGGARWAL wife of Sh. MOHIT AGGARWAL, residing at F-8C, DDA Duplex Flats, Saket, New Delhi-17, have changed my name and shall hereafter be known as DEEPA AGGARWAL.

It is certified that I have complied with other legal requirements in this connection.

ARCHANA AGGARWAL
[Signature (in existing old name)]

I, hitherto known as PREETI MISHRA wife of Mr. VIVEK PANDAY, employed as Assistant Professor, Department of Education, University of Delhi, Delhi-110007,

residing at 357, Sector 2C, Vasundhara, Ghaziabad, U.P.-201012, have changed my name and shall hereafter be known as PREETI VIVEK MISHRA.

It is certified that I have complied with other legal requirements in this connection.

PREETI MISHRA
[Signature (in existing old name)]

I, hitherto known as PRANAV son of Sh. SUMAN KUMAR, a student, residing at Masjid Moth Doctor Hostel, Room No.-517, AIIMS, New Delhi, have changed my name and shall hereafter be known as PRANAV PRASOON.

It is certified that I have complied with other legal requirements in this connection.

PRANAV
[Signature (in existing old name)]

I, hitherto known as POOJA ARORA wife of Sh. VIJAY KUMAR, a Housewife, residing at S-1, T-10A, Shivam Apartment, Ward No. 3, Mehrauli, New Delhi-110030, have changed my name and shall hereafter be known as SUMAN ARORA.

It is certified that I have complied with other legal requirements in this connection.

POOJA ARORA
[Signature (in existing old name)]

I, OM DUTT SHARMA son of Lt. RAMJI LAL SHARMA, Retired in the DESU Office, residing at 1767/54, Naiwala Gali, Karol Bagh, New Delhi-110005, have changed the name of minor daughter CHESTHA SHARMA aged 11 years and she shall hereafter be known as CHETNA SHARMA.

It is certified that I have complied with other legal requirements in this connection.

OM DUTT SHARMA
[Signature of Guardian]

I, hitherto known as AYUSH son of Sh. INDERJEET ARORA, studying as Intern at Maulana Azad Medical College, New Delhi, residing at Inderjeet Hospital, Near Rohtak Gate, Bhiwani, Haryana-127021, have changed my name and shall hereafter be known as AYUSH ARORA.

It is certified that I have complied with other legal requirements in this connection.

AYUSH
[Signature (in existing old name)]

I, hitherto known as SHIVALI AGGARWAL daughter of Sh. SANJIV AGGARWAL, a student, residing at 154, Sector 36-A, Chandigarh, have changed my name and shall hereafter be known as SHIVALI AZAD.

It is certified that I have complied with other legal requirements in this connection.

SHIVALI AGGARWAL
[Signature (in existing old name)]

I, SUMIT BEDI son of Shri RAJINDER SINGH BEDI, residing at G-401, IXIA 1, Vatika City, Sohna Road, Gurgaon-122018, have changed the name of my minor daughter TANISHKA BEDI, aged 9 years and she shall hereafter be known as TANISHQA BEDI.

It is certified that I have complied with other legal requirements in this connection.

SUMIT BEDI
[Signature of Guardian]

I, hitherto known as MAHABOBSAB. M. KOTTAL son of Sh. MOHAMMED GOUSE KOTTAL, employed as Senior Ticket Examiner in the Railway Department, residing at Mahaboobsab. M. Kottal C/o Usman Baig Belguam, Zeenath Manzil, Near Govt. School No. 07, Koulpet, P.B. Road, Hubli-580028, have changed my name and shall hereafter be known as MAHABOBSAB. M. KOLAR.

It is certified that I have complied with other legal requirements in this connection.

MAHABOBSAB. M. KOTTAL
[Signature (in existing old name)]

I, RAKESH GARG son of Sh. S. K. GARG, employed as Executive Engineer in Punjab Public Works Department, residing at 487-A, Model Town Extension, Ludhiana, have changed the name of my minor daughter Miss TANVI GARG, aged 16 years and she shall hereafter be known as Miss TANVE.

It is certified that I have complied with other legal requirements in this connection.

RAKESH GARG
[Signature of Guardian]

I, hitherto known as SUNITA alias ANU wife of Sh. RAJ KUMAR, a Housewife, residing at Flat No. A-16, Shah Satnam Ji Nagar, Sirsa, have changed my name and shall hereafter be known as ANU BALA.

It is certified that I have complied with other legal requirements in this connection.

SUNITA alias ANU
[Signature (in existing old name)]

I, hitherto known as AWDHESH KUMAR son of Sh. CHANDRAMANI THAKUR, residing at 80/2, A-Block, Ganga Vihar, Delhi-110094, have changed my name and shall hereafter be known as AWDHESH KUMAR THAKUR.

It is certified that I have complied with other legal requirements in this connection.

AWDHESH KUMAR
[Signature (in existing old name)]

I, hitherto known as RAJPAL SHARMA son of Sh. JAMNA DATT, residing at B-36/F-2, Dilshad Garden, East Delhi, Delhi-110095, have changed my name and shall hereafter be known as SWAMI SHRI RAJRAJESHWARANAND TIRTH JI.

It is certified that I have complied with other legal requirements in this connection.

RAJPAL SHARMA
[Signature (in existing old name)]

I, hitherto known as R. K. NADAN son of Late A. SEBASTIN, employed as Examiner (Highly Skilled-II), residing at 137, OWL, New Building, P.O. Ichapur-Nawabganj, Distt.-24, Parganas (N), Pin-743144, have changed my name and shall hereafter be known as ROHAN KANNEDY NADAN.

It is certified that I have complied with other legal requirements in this connection.

R. K. NADAN
[Signature (in existing old name)]

I, hitherto known as GHANSHYAM son of Sh. VEER SINGH, employed in Service residing at 443-B, Nai Basti, Devli Village, New Delhi-110062, have changed my name and shall hereafter be known as SHEKHAR.

It is certified that I have complied with other legal requirements in this connection.

GHANSHYAM
[Signature (in existing old name)]

I, hitherto known as RAJU son of Sh. MOHAR LAL, employed in Service, residing at F-137, J.J. Camp, Tigri, New Delhi-110062, have changed my name and shall hereafter be known as RAJENDER.

It is certified that I have complied with other legal requirements in this connection.

RAJU
[Signature (in existing old name)]

I, hitherto known as MOHANEE wife of Sh. PARMANAND VIKAL, a housewife, residing at Vill. Mitheypur, Post-Lawar, Distt.-Meerut, (Uttar Pradesh), have changed my name and shall hereafter be known as MOHINI.

It is certified that I have complied with other legal requirements in this connection.

MOHANEE
[Signature (in existing old name)]

I, hitherto known as SHEETAL wife of Sh. SURINDER KUMAR, residing at 2487, Urban Estate, PH-II, Patiala, Punjab, have changed my name and shall hereafter be known as SHEETAL CHOUDHARY.

It is certified that I have complied with other legal requirements in this connection.

SHEETAL
[Signature (in existing old name)]

I, hitherto known as RAMESH RAJAMANI son of L. R. RAJAMANI, employed as Manager, residing at A-802, Taj Apartments, Gazipur, New Delhi-110096, have changed my name and shall hereafter be known as RAMESH RAJAHMANI.

It is certified that I have complied with other legal requirements in this connection.

RAMESH RAJAMANI
[Signature (in existing old name)]

I, hitherto known as DINESH KUMAR alias DINESH son of Sh. ONKAR NATH KAUSHIK, Self-employed residing at B-774, Avantika, Sec.-1, Rohini, Delhi-110085, have changed my name and shall hereafter be known as DINESH KUMAR KAUSHIK.

It is certified that I have complied with other legal requirements in this connection.

DINESH KUMAR alias DINESH
[Signature (in existing old name)]

I, hitherto known as MADAN LAL son of Sh. ITWARI LAL, employed as Executive Engineer (Civil) in the C.P.W.D., residing at B-3/7, Ganga Triveni Apartment, Sector-9, Rohini, Delhi-85, have changed my name and shall hereafter be known as MADAN LAL AZAAD.

It is certified that I have complied with other legal requirements in this connection.

MADAN LAL
[Signature (in existing old name)]

I, hitherto known SAQUIR RASUL CHAUDHARY son of Sh. SYED GHULAM RASUL, residing at 155, 1st Floor, Katra Gokul Shah, Bazar Matia Mahal, Jama Masjid, Delhi-110006, have changed my name and shall hereafter be known as SYED SHAKIR RASUL.

It is certified that I have complied with other legal requirements in this connection.

SAQUIR RASUL CHAUDHARY
[Signature (in existing old name)]

I, hitherto known ALLWYN ANTHONY son of Sh. ANIL ANTHONY, a student, residing at 23D DDA Flats, Pandav Nagar, New Delhi-110008, have changed my name and shall hereafter be known as HARSHIT.

It is certified that I have complied with other legal requirements in this connection.

ALLWYN ANTHONY
[Signature (in existing old name)]

CHANGE OF RELIGION

I, THATI. LAVANYA daughter of Sh. T. SATYANARAYANA, employed as Private GNM Nurse, residing at near LEF Church, Rajeev Nagar Colony, ITDA Road, Bhadrachalam, do hereby solemnly affirm and declare that I have embraced CHRISTIANITY and renounced HINDUISM with effect from 1st January, 2003.

It is certified that I have complied with other legal requirements in this connection.

THATI. LAVANYA
[Signature]

PUBLIC NOTICE

It is for general information that I, RAJESH TIWARI son of Sh. RAM DEV TIWARI, residing at D-367, Indra Park, Najafgarh, New Delhi-110043, declare that name of mine my wife/my daughter has been wrongly written as RAJESH KUMAR/SUMAN TRIPATHI/SHIVA TRIPATHI in my daughter SHIVA TIWARI educational documents and in other documents. The actual name of mine/my wife/my daughter is RAJESH TIWARI/SUMAN TIWARI/SHIVA TIWARI Respectively this may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

RAJESH TIWARI
[Signature]

It is for general information that I, RANI SHAHEED Wife of MANINDER JIT SINGH, residing at 808/10,

Gandhi Gali Bara Makan, Islamabad, Amritsar, declare that the name of my husband has been wrongly written as MANINDER JEET SINGH in my minor daughter DRISHTIKA SINGH educational documents and in other documents. The actual name of my husband is MANINDER JIT SINGH respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

RANI SHAHEED
[Signature]

It is for general information that I, RAJ RANI wife of Sh. SANJAY SHARMA, a housewife, residing at Ward No. 9, Pehowa, Teh. Pehowa, Distt. Kurukshetra (Haryana), declare that name of mine has been wrongly written as RANI SHARMA in my son's educational documents and in other documents. The actual name of mine is RAJ RANI which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

RAJ RANI
[Signature]

It is for general information that I, ANIL KUMAR JAIN son of Sh. KISHORILAL JAIN, residing at Flat No. B-403, shivam Enclave, Bajrang Nagar, Kota, (Rajasthan), declare that name of mine has been wrongly written as ANIL JAIN in my sons educational documents and in other documents. The actual name of mine is ANIL KUMAR JAIN, which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

ANIL KUMAR JAIN
[Signature]

It is for general information that I, SYED SHAKIR RASUL son of SYED GHULAM RASUL, residing at 155, 1st Floor, Katra Gokul Shah, Bazar Matia Mahal, Jama Masjid, Delhi-110006, do hereby declare that name of my father has been wrongly written as GHULAM RASUL CHAUDHARY in my educational documents. The actual name of my father is SYED GHULAM RASUL, which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

SYED SHAKIR RASUL
[Signature]

It is for general information that I, HARI KRISHAN BHATT son of Sh. K. D. BHATT, residing at Flat No.-389, DDA HIG SFS Flats, Pkt-1, Sector-9, Dwarka,

New Delhi-110077, declare that name of mine has been wrongly written as HARI KRISHAN in my educational documents/License/Passport and in other documents. The actual name of mine is HARI KRISHAN BHATT which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

HARI KRISHAN BHATT
[Signature]

It is for general information that I, DEEPAK IYER (Student of MBA) son of Sh. RAMANI SUNDARESHAN, residing at LIG-52 M.P. Housing Board Colony, Near GPO, Jabalpur (MP) 482001, declare that the my name has been wrongly written in the HSC & HSSC CBSE Marksheet as R. DEEPAK. The actual my name is DEEPAK IYER which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

DEEPAK IYER
[Signature]

It is for general information that I, ASHIM KUMAR SEAL son of Late GANESH CHANDRA SEAL, residing at 6/15, Nabin Chandra Das Road, Kolkata-90, declare that name of mine has been wrongly written as ASIM SEAL in my service book and in the other documents. The actual name of mine is ASHIM KUMAR SEAL which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

ASHIM KUMAR SEAL
[Signature]

It is for general information that I, PAVENDRA KUMAR BHARTI son of Late POORAN LAL DUMAR, employed as Store Supervisor Per. No. 002523 in the Ordnance Factory, Khamaria, Jabalpur, residing at 2280/1, Siddh Baba Ward, near Jhamandas Chouck, P.O. Kasturba Nagar, Jabalpur (MP) 482001, declare that my name has been wrongly written in the HSC/HSSC marksheet & service record as PAVENDRA KUMAR DUMAR. The actual my name is PAVENDRA KUMAR BHARTI which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

PAVENDRA KUMAR BHARTI
[Signature]

I, SURAJ KUMAR SINGH son of Sh. NIRANJAN PRASAD, residing at Village-Bagdar, P.O. Mukuria, P.S.-Azamnagar, District-Katihar (Bihar), do hereby declare for general information that the name of my father has been wrongly written as NIRANJAN SINGH in my educational documents and in other documents. The actual name of my

father is NIRANJAN PRASAD which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

SURAJ KUMAR SINGH
[Signature]

It is for general information that I, SURENDRA BAHADUR YADAV son of Sh. GAYA PRASAD YADAV, residing at Vill.-Pure Chhitoo, Post-Nibi, Distt.-Raibarely, State-Uttar Pradesh, Pin-229206, declare that name of mine has been wrongly written as SURENDRA BAHADUR son of GAYA PRASAD in my educational documents/Service Book/License and in other documents. The actual name of mine is SURENDRA BAHADUR YADAV son of Sh. GAYA PRASAD YADAV which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

SURENDRA BAHADUR YADAV
[Signature]

It is for general information that I, SHEKHAR KUMAR GAJBHIYA son of Sh. MANGAL GAJBHIYE, employed as Jr. Works Manager under P. No. 846848 in the Ordnance Factory Khamaria, Jabalpur (MP), residing at 857, Champa Nagar, Manegoan, PO Khamaria, Jabalpur (MP) 482005, declare that my name has been wrongly written in the 10th Class marksheet, 12th, BA & MA certificate as well as service record as SHEKHAR KUMAR GAJBHIYE. The actual my name is SHEKHAR KUMAR GAJBHIYE which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

SHEKHAR KUMAR GAJBHIYA
[Signature]

It is for general information that I, JATINDER PAL SINGH son of DILAWAR SINGH, residing at Village Akalgarh, P.O.-Fatehpur Khurd, Tehsil-Garhshankar, Distt.-Hoshiarpur, Punjab, declare that name of my father/my mother has been wrongly written as BAKHSHISH SINGH/HARBHAJAN KAUR in my educational documents/service book/license and in the other documents. The actual name of my father/my mother is DILAWAR SINGH/PARMINDERJIT KAUR respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

JATINDER PAL SINGH
[Signature]

It is for general information that I, RESHMA BHATT wife of Sh. BASU DEV BHATT, residing at 117, Ashok Nagar, P.O.-Milap Nagar, Roorkee, Distt.-Haridwar (U.K.),

declare that name of mine has been wrongly written as KAMLA BHATT in my son's educational documents and in other documents. The actual name of mine is RESHMA BHATT which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

RESHMA BHATT
[Signature]

It is for general information that I, KULDEEP SINGH son of Late UJAGAR SINGH, residing at 172-A, DDA Flats, Satyam Enclave, Jhilmil, Delhi-110095, declare that name and my wife's name has been wrongly written as KULDEEP SINGH SEKHON and TANVINDER SEKHON respectively, in my daughter's class 10th C.B.S.E. Grade Sheet cum Certificate of Performance. The actual names of me and my wife are KULDEEP SINGH and TANVINDER KAUR respectively, which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

KULDEEP SINGH
[Signature]

CORRIGENDUM

In the 5th line of the advertisement name G. AMARESWARI printed erroneously be treated as deleted as published in the Gazette of India Part-IV, issue No. 39, dated September-28 to October-4, 2013 at page No. 1011, Column I.

एमसीएक्स स्टॉक एक्सचेंज लिमिटेड
मुंबई-400093

एमसीएक्स स्टॉक एक्सचेंज लिमिटेड के नियमों को नीचे दिए गए अनुसार संशोधित किया जाता है :--

1. अध्याय-I--बोर्ड में, नियम 2 के लिए निम्नलिखित को प्रतिस्थापित किया जाएगा :

“(2) एमसीएक्स स्टॉक एक्सचेंज के निदेशकों की नियुक्ति समय-समय पर यथा संशोधित कम्पनी के संगम अनुच्छेदों के प्रावधानों और इस अध्याय में निहित प्रावधानों के अनुसार की जाएगी।”

2. अध्याय-I--बोर्ड में, प्रतिस्थापित नियम 2 के पश्चात् निम्नलिखित अंतःस्थापित किया जाएगा :

(2क) शासी बोर्ड की संरचना निम्नानुसार होगी :

- (क) शेयरधारक निदेशक लोक हित के निदेशकों की संख्या से अधिक नहीं होंगे;
- (ख) लोक हित के निदेशक; और
- (ग) प्रबंध निदेशक

(2ख) कोई भी व्यक्ति निदेशक के रूप में नियुक्ति के लिए पात्र नहीं होगा जब तक कि वह सेबी विनियमनों में यथा परिभाषित ठीक और उचित व्यक्ति न हो।

(2ग) निदेशक, लोक हित के निदेशक (निदेशकों) को छोड़कर, का चुनाव शेयरधारकों द्वारा किया जाएगा।

(2घ) प्रबंध निदेशक शासी बोर्ड में पदेन निदेशक होगा और इसे न तो लोक हित के निदेशकों या न ही शेयरधारक निदेशकों की श्रेणी में शामिल किया जाएगा।

(2ङ) शासी बोर्ड में कोई कारोबारी सदस्य या क्लियरिंग सदस्य, या उनके सहयोगी और एजेंट नहीं होंगे।

(2च) शेयरधारक निदेशकों का चुनाव कारोबारी सदस्यों और उनके संबद्ध व्यक्तियों और एजेंटों को छोड़कर कम्पनी के शेयरधारकों से किया जाएगा।

(2छ) प्रबंध निदेशक के अलावा शासी बोर्ड में नियुक्त कम्पनी के किसी कर्मचारी को शेयरधारक निदेशक माना जाएगा।

(2ज) किसी विदेशी संस्थागत निवेशक का शासी बोर्ड में कोई प्रतिनिधित्व नहीं होगा।

(2झ) शासी बोर्ड के लिए शेयरधारक निदेशक की पुनर्नियुक्ति सहित नियुक्ति सेबी के पूर्व अनुमोदन से की जाएगी।

(2ञ) शासी बोर्ड में लोक हित के निदेशकों को सेबी द्वारा नामित किया जाएगा।

(2ट) लोक हित का निदेशक किसी अन्य स्टॉक एक्सचेंज/क्लीयरिंग कारपोरेशन या उनकी सहायक कंपनी के बोर्ड पर साथ-साथ नहीं होगा।

(2ठ) लोक हित के निदेशकों को तीन वर्ष की निश्चित अवधि के लिए या ऐसी विस्तारित अवधि के लिए, जैसाकि सेबी द्वारा अनुमोदित की जाती है, नामित किया जाएगा। यदि कोई मुद्दा उठता है कि क्या किसी लोक हित के निदेशक की नियुक्ति या हैसियत उसकी भूमिका के प्रतिकूल है, तो सेबी का निर्णय अंतिम होगा। लोक हित का निदेशक चक्रानुक्रम द्वारा सेवानिवृत्त नहीं होगा।

(2ड) शासी बोर्ड का अध्यक्ष सेबी के पूर्व अनुमोदन के अध्यक्षीन लोक हित का निदेशक होगा।

(2ढ) लोक हित के निदेशकों को कम्पनी अधिनियम, 1956 में यथा विनिर्दिष्ट केवल बैठक फीस अदा की जाएगी।

(2ण) कोई व्यक्ति जिसकी ऐसी अयोग्यता है, जो कि समय-समय पर विनिर्धारित की जाती है, लोक हित के निदेशक के रूप में नियुक्ति का पात्र नहीं होगा।

(2त) प्रबंध निदेशक

प्रबंध निदेशक की नियुक्ति, नियुक्ति का नवीकरण और सेवा को समाप्त करना सेबी के पूर्व अनुमोदन और निम्नलिखित के अध्यक्षीन होगा :

- (क) बोर्ड प्रबंध निदेशक के चयन/नियुक्ति से संबद्ध नियुक्ति और अन्य प्रक्रियागत औपचारिकताएं, अर्हताओं को निर्धारित करना, नियुक्ति का ढंग, शर्तें और निबंधन सेबी द्वारा समय-समय पर जारी किए गए दिशानिर्देशों के अध्यक्षीन होगा। बोर्ड द्वारा ऐसे निर्धारण के अभाव में सेबी विनियमनों में न्यूनतम अपेक्षाएं लागू होंगी।

- (ख) प्रबंध निदेशक की नियुक्ति के साथ-साथ पुनर्नियुक्ति समय के किसी बिंदु पर तीन वर्ष से कम या पांच वर्ष से अधिक की अवधि के लिए नहीं होगी।
- (ग) प्रबंध निदेशक सेबी द्वारा जारी निदेशों, दिशानिर्देशों और अन्य आदेशों या कम्पनी के नियमों, संगम अनुच्छेदों, उप-विधियों, विनियमनों को प्रभाव देने के लिए विफल रहने के लिए सेबी के पूर्व अनुमोदन से शासी बोर्ड द्वारा हटाने या सेवाओं की समाप्ति के लिए जिम्मेदार होगा।
- (घ) सेबी प्रतिभूति बाजार के हित में यदि ठीक समझती है तो प्रबंध निदेशक को स्वतः हटा या नियुक्ति को समाप्त कर सकता है।

बशर्ते कि किसी प्रबंध निदेशक को हटाया नहीं जाएगा जब तक कि उसको सुनवाई के लिए समुचित अवसर न दिया गया हो।

जोसफ मेस्सी

प्रबंध निदेशक और सीईओ

एमसीएक्स स्टॉक एक्सचेंज लिमिटेड

टिप्पणी : हिन्दी पाठ में अंतर की दशा में अंग्रेजी पाठ अभिभावी होगा।

नेशनल मल्टी-कोमोडिटी एक्सचेंज ऑफ इंडिया लिमिटेड

अहमदाबाद, दिनांक 25 सितम्बर 2013

अधिसूचना

वायदा संविदा (विनियमन) अधिसूचना, 1952 (1952 का 74) के अनुच्छेद 12(1), तथा 4 मई, 1960 की भारत सरकार के उद्योग एवं वाणिज्य मंत्रालय की अधिसूचना संख्या एस.ओ. 1162 के साथ पढ़ें, के तहत नेशनल मल्टी-कोमोडिटी एक्सचेंज ऑफ इंडिया लिमिटेड, अहमदाबाद को उप-कानून के निर्माण के लिए 29 जुलाई, 2013 को वायदा बाजार आयोग के उप-निदेशक से अनुमोदन प्राप्त हुआ है तथा इसी अधिनियम के अनुच्छेद 12(2) के तहत प्राप्त हुई शक्ति के आधार पर इन उप-कानूनों को निम्नलिखित रूप से अधिसूचित किया जा रहा है।

उप-कानून में संशोधन

एक्सचेंज के उप-कानून में निम्नलिखित नये अध्यायों को शामिल किया गया है :

अध्याय 15 : प्राधिकृत व्यक्ति के द्वारा बाजार पहुंच के लिए विनियामकीय रूपरेखा

1. परिभाषा :

- 1.1 “प्राधिकृत व्यक्ति” के अर्थ में शामिल होता है ऐसा व्यक्ति जो या तो कोई व्यक्ति (स्वत्वधारी समेत); भारतीय साझेदारी अधिसूचना, 1932 के तहत परिभाषित कोई साझेदारी संस्था; सीमित देयता साझेदारी अधिनियम, 2008 के तहत स्थापित कोई सीमित देयता पर आधारित साझेदारी संस्था; कम्पनी अधिनियम, 1956 के तहत स्थापित कोई निगमित निकाय अथवा सहकारी समिति अधिसूचना, 1912/बहुराज्यीय सहकारी समिति अधिसूचना, 2002/अन्य राज्य या केन्द्र शासित प्रदेश के अधिसूचना, (सहकारी समितियों के संघ समेत) के तहत स्थापित कोई सहकारी समिति,

कि जिसे कोमोडिटी एक्सचेंज के अनुमोदन से मान्यताप्राप्त कोमोडिटी डेरिवेटिव एक्सचेंज के द्वारा, ट्रेडिंग मंच तक पहुंच उपलब्ध कराने के लिए कोमोडिटी डेरिवेटिव एक्सचेंज के सदस्य के एजेंट के रूप में नियुक्त किया गया है।

- 1.2 “कोमोडिटी एक्सचेंज” का अर्थ है वायदा संविदा (विनियमन) अधिनियम 1952 के अनुच्छेद 6 के तहत मान्यता प्राप्त कोई कोमोडिटी डेरिवेटिव एक्सचेंज।
- 1.3 “आयोग” का अर्थ है वायदा संविदा (विनियमन), 1952 के अनुच्छेद 3 के तहत स्थापित वायदा बाजार आयोग।

2. प्राधिकृत व्यक्ति की नियुक्ति

- 2.1 कोमोडिटी एक्सचेंज से पूर्वानुमति प्राप्त करने के बाद कोमोडिटी एक्सचेंज (एक्सचेंजों) के सदस्य (सदस्यों) एक या एक से अधिक प्राधिकृत व्यक्ति नियुक्ति कर सकते हैं।
- 2.2 ऐसी पूर्वानुमति और ऐसी नियुक्ति प्रत्येक प्राधिकृत व्यक्ति के लिए अलग-अलग विशिष्ट रूप से की जाएगी।

3. नियुक्ति की प्रक्रिया

- 3.1 कोमोडिटी एक्सचेंज का कोई सदस्य, कोमोडिटी एक्सचेंज द्वारा ऐसी नियुक्ति के लिए अधिसूचित प्रारूप के तहत प्राधिकृत व्यक्ति के रूप में नियुक्ति के लिए आवेदन कर सकता है।
- 3.2 किसी सदस्य के द्वारा प्राधिकृत व्यक्ति के रूप में नियुक्ति के लिए जब आवेदन प्राप्त होगा तब कोमोडिटी एक्सचेंज चाहे तो :

- (a) प्राधिकृत व्यक्ति के रूप में पात्र पाये जाने पर प्राधिकृत व्यक्ति के रूप में नियुक्ति अनुमोदन प्रदान करना; अथवा
- (b) प्राधिकृत व्यक्ति के रूप में पात्र न पाये जाने पर प्राधिकृत व्यक्ति के रूप में नियुक्ति के आवेदन को अस्वीकृत कर देना।

- 3.3 एक्सचेंज की यह आत्यंतिक विवेकशक्ति रहेगी कि वह प्राधिकृत व्यक्ति के रूप में नियुक्ति को दिये गये अनुमोदन को वह बिना कारण बताये वापस ले सकता है या ऐसे अनुमोदन से इन्कार कर सकता है, यदि एक्सचेंज को यह लगता है कि ऐसा अनुमोदन वापस लेना या उससे इन्कार कर देना बाजार के हित में है।

4. पात्रता संबंधी मापदण्ड

4.1 व्यक्ति

कोई व्यक्ति प्राधिकृत व्यक्ति के रूप में नियुक्ति के लिए तभी पात्र होगा जब वह :

- (a) भारत का नागरिक हो;
- (b) 18 वर्ष से कम आयु का न हो;
- (c) गबन या बेईमानी के अपराध के लिए सिद्धदोष न हुआ हो;
- (d) यदि किसी स्टॉक एक्सचेंज या कोमोडिटी एक्सचेंज द्वारा सतत् छः माह के लिए निलंबित या बरखास्त न किया गया हो। किसी ऐसे व्यक्ति की ‘प्राधिकृत व्यक्ति’ के रूप में पुनर्नियुक्ति के लिए पात्रता तभी सिद्ध होगी जब ऐसी बर्खास्तगी या निलंबन की अवधि को समाप्त हुए तीन वर्ष पूरे हो चुके हों;

- (e) ख्याति प्राप्त और अच्छा चरित्र धारण करने वाला हो;
- (f) केन्द्र सरकार/राज्य सरकार के द्वारा मान्यताप्राप्त किसी संस्थान से 10वीं कक्षा उत्तीर्ण की हो; तथा
- (g) समय-समय पर आयोग की अनुमति से कोमोडिटी डेरिवेटिव एक्सचेंज के द्वारा निर्धारित प्रमाणपत्र धारण करता हो।
- 4.2 कोई साझेदारी संस्था, सीमित देयता साझेदारी संस्था अथवा निगमित निकाय कोई साझेदारी संस्था, सीमित देयता साझेदारी संस्था अथवा निगमित निकाय 'प्राधिकृत व्यक्ति' के रूप में नियुक्ति के लिए तभी पात्र होगी जब वह :
- (a) यदि प्रत्येक साझेदार या निदेशक, स्थिति अनुसार जो भी हो, के लिए वह सभी पात्रता जरूरी होगी जो उपरोक्त अनुच्छेद 4.1 में प्रस्तुत की गई है।
- (b) साझेदारी विलेख (पार्टनरशीप डीड) अथवा समझौता ज्ञापन (मेमोरेंडम ऑफ एसोसिएशन) में ऐसी धारा हो जो व्यक्ति को ऐसी अनुमति प्रदान करता हो कि वह कोमोडिटी डेरिवेटिव संविदाओं में शामिल होने के लिए समझौता कर सकता है।
- 4.3 कोई सहकारी समिति 'प्राधिकृत व्यक्ति' के रूप में नियुक्ति के लिए पात्र होगी जब वह :
- (a) यदि प्रबंधन समिति/शासकीय निकाय सभी सदस्य/निदेशक, जिस नाम से संबोधित किया जाता हो, के पास पात्रता संबंधी वह सभी योग्यता हो जो उपरोक्त अनु. 4.1 में वर्णित है। हालांकि, इस संदर्भ में अनु. 4.1(f) के प्रावधान के संबंध में एक्सचेंज को वह विवेक शक्ति रहेगी वह शैक्षिक योग्यता के संबंध में छूट प्रदान कर सके।
- (b) यदि सहकारी समिति के समझौता ज्ञापन (मेमोरेंडम ऑफ एसोसिएशन) में इस तरह कोमोडिटी डेरिवेटिव संविदाओं में शामिल होने संबंधी समझौता करने संबंधी अनुमति का प्रावधान किया गया हो।
- 4.4 आधारिक संरचना
- प्राधिकृत व्यक्ति के पास अवश्य ही सभी आवश्यक आधारिक संरचना होनी चाहिए। उदाहरण के लिए कार्यालय की पर्याप्त जगह, उपकरण, मानव संसाधन और ऐसी ही अन्य संरचनात्मक सुविधाएं जिसका कि एक्सचेंज ने उल्लेख किया हो। एक्सचेंज को यह शक्ति रहेगी कि वह समय-समय पर सदस्य की ओर से प्रवृत्तियों का प्रभावी संचालन कर सकें।
5. नियुक्ति संबंधी शर्तें
- 5.1 कोमोडिटी एक्सचेंज के किसी सदस्य के 'प्राधिकृत व्यक्ति' के रूप में नियुक्ति के पश्चात् अपने कार्यकाल के दौरान ऐसा व्यक्ति इसी एक्सचेंज के अन्य किसी सदस्य के लिए 'प्राधिकृत व्यक्ति' के रूप में कार्य करने के लिए पात्र नहीं होगा।
- 5.2 किसी सदस्य के निदेशक (कम्पनी अधिनियम के तहत स्थापित कोई कम्पनी यदि सदस्य है) या सदस्य साझेदार (साझेदारी संस्था या सीमित देयता संस्था यदि सदस्य है) या किसी सदस्य का प्रबन्धकीय समिति/शासकीय निकाय का कोई सदस्य/निदेशक (सहकारी समिति यदि सदस्य है), कोमोडिटी एक्सचेंज के अन्य किसी सदस्य के लिए, जिसमें कि वह कम्पनी, साझेदारी संस्था, समिति देयता साझेदारी संस्था और सहकारी समिति सदस्य है, 'प्राधिकृत व्यक्ति' के रूप में नियुक्ति के लिए पात्र नहीं होगा।
- 5.3 कोई भी प्राधिकृत अपने नाम या खाते पर कोई भी कोमोडिटी की आपूर्ति के लिए अपने नाम या खाते पर धनराशि या समझौते का लेन-देन नहीं करेगा, कोमोडिटी के संबंध में ऐसी धनराशि या समझौते से संबंधित सभी लेन-देन एक्सचेंज के संबंधित सदस्य के नाम पर किये जाएंगे जिसके लिए प्राधिकृत व्यक्ति की नियुक्ति की गई है।
- 5.4 प्राधिकृत व्यक्ति को उसकी सेवाओं के लिए केवल सदस्य के द्वारा ही पारिश्रमिक-शुल्क, प्रभार, दलाली, वेतन इत्यादि दिया जाएगा जिसका कि वह प्राधिकृत सदस्य है, इसके अतिरिक्त वह किसी भी ग्राहक से किसी भी प्रकार की धनराशि प्रभारित नहीं करेगा।
- 5.5 प्राधिकृत व्यक्ति के सभी कृत्य और चूक के लिए सदस्य को ही जिम्मेदार ही समझा जाएगा।
- 5.6 एक्सचेंज द्वारा निर्धारित प्रपत्र के द्वारा प्राधिकृत व्यक्ति को लिखित संविदा (संविदाओं) में शामिल होना होगा, इस संविदा में, परस्पर, प्राधिकृत व्यक्ति के कार्य, जिम्मेदारियाँ, सूचना की गोपनीयता, इन विनियमों में प्रदर्शित नियमों के अनुसार 'प्राधिकृत व्यक्ति' के रूप में नियुक्ति की शर्तें, पारिश्रमिक संबंधी बातें (वेतन, दलाली, भत्ते या अन्य के द्वारा), पदच्युति उपबंध इत्यादि का समावेश होगा।
- 5.7 प्राधिकृत व्यक्ति को एक्सचेंज के द्वारा यही अनुमति प्रदान की जाती है कि एक्सचेंज के मंच से किसी सदस्य को, जिसे एक्सचेंज ने प्राधिकृत किया है, व्यापार करने के लिए सुविधा प्रदान करें तथा किसी मामले में ऐसी अनुमति का निर्वचन किसी भी स्थिति में सदस्य के उत्तरदायित्व और देयता को प्रभावित या कमी करना, नहीं माना जाएगा।
6. अनुमति वापिस लेना
- एक्सचेंज द्वारा प्राधिकृत व्यक्ति को प्रदान की गई अनुमति एक्सचेंज वापिस ले सकता है।
- 6.1 प्राधिकृत व्यक्ति से संबंधित सदस्य द्वारा दिये गये निवेदन की प्राप्ति होने पर, इस संबंध में अनुपालन संबंधी आवश्यकताओं का निर्धारण एक्सचेंज द्वारा किया जाएगा।
- 6.2 इस बात के लिए संतुष्ट हो जाए कि प्राधिकृत व्यक्ति के रूप में बनाये रखना निवेशकों या कोमोडिटी बाजार के लिए नुकसानदेह है।
- 6.3 बाद में दी गई तारीख के आधार पर विनियम के अनुच्छेद 4 के तहत अपात्र पाये जाने पर।

6.4 आयोग के निर्देश के आधार पर।

7. एक्सचेंज के सदस्यों की बाध्यताएं/दायित्व

- 7.1 एक्सचेंज द्वारा किसी प्राधिकृत व्यक्ति के रूप में स्वीकृति दिये जाने के बाद प्रत्येक ऐसे प्राधिकृत व्यक्ति के संबंध में आयोग द्वारा दर्शायी गई संविदा पर सदस्य सामेल होगा।
- 7.2 संविदा के उपरोक्त अनुच्छेद 7.1 में उपबंधित संविदा के लागू होने के बाद प्राधिकृत व्यक्ति को सदस्य यह अनुमति प्रदान करेगा कि वह ग्राहकों से मुलाकात कर सके या परिचय कर सके तथा सदस्य की ओर से ग्राहकों से मिलने वाले आदेश को स्वीकृति प्रदान कर सके।
- 7.3 प्राधिकृत व्यक्ति और उसके कर्मचारियों के सभी चूक एवं कार्यों के लिए सदस्य ही जिम्मेदार होगा। उसे उठने वाली देयताओं के लिए भी।
- 7.4 यदि सदस्य के द्वारा किसी 'प्राधिकृत व्यक्ति' को व्यापार टर्मिनल उपलब्ध कराया जाता है तो उस व्यापार टर्मिनल को सदस्य की एक शाखा ही समझा जाएगा।
- 7.5 सदस्य ऐसी प्रत्येक शाखा कार्यालय के बारे में विविध सूचना प्रस्तुत करेगा। ऐसी सूचनाओं में शाखा के प्राधिकृत व्यक्ति के संबंध में जानकारी। उसकी नियुक्ति से संबंधित नियम एवं शर्तें, प्राधिकृत व्यक्ति के माध्यम से सौदे करने की समय मर्यादा इत्यादि शामिल होगी। जैसा कि कोमोडिटी एक्सचेंज द्वारा निर्धारित किया जाए।
- 7.6 प्राधिकृत व्यक्ति के संबंध में किसी बदलाव, यदि हो तो, के संबंध में सदस्य न्यूनतम 15 दिन पहले सभी पंजीकृत ग्राहकों को सूचित करेगा।
- 7.7 प्राधिकृत व्यक्ति को उपलब्ध करायी गयी शाखा की सदस्य के द्वारा आवधिक जांच की जाएगी और शाखा के सभी कार्यों से संबंधित अभिलेखों को उस प्रकार बनाये रखा जाएगा जैसा कि एक्सचेंज द्वारा निर्धारित किया गया हो।
- 7.8 यह सुनिश्चित करने के लिए कि प्राधिकृत व्यक्ति के द्वारा किये जा रहे सभी कार्य एक्सचेंज के द्वारा निर्धारित विनियम, नियम, और उपकानून के अनुसार है। सदस्य की यह जिम्मेदारी होगी वह प्राधिकृत व्यक्ति के सभी अभिलेखों का लेखा परीक्षण करवायें।
- 7.9 प्राधिकृत व्यक्ति के माध्यम से सौदे करने वाला ग्राहक अपना पंजीकरण सदस्य के पास ही करायेगा। निधि, धन, कोमोडिटी या गोदाम रसीद, जो भी हो, का निपटारा प्रत्यक्ष रूप से ग्राहक और सदस्य के बीच ही होगा। कोई भी धन या कोमोडिटी का हस्तांतरण/जमा/साख किसी प्राधिकृत व्यक्ति के खाते में नहीं किया जाएगा।
- 7.10 सभी अभिलेख जैसे संविदा पत्र, निधि और कोमोडिटी का निपटारा आदि का ग्राहक को निर्गमन केवल सदस्य के द्वारा ही किया जाएगा। इस संबंध में प्राधिकृत व्यक्ति अभिलेखों के

निपटारे और खरीद के संबंध में प्रशासनिक सहाय प्रदान कर सकता है किंतु वह अपने स्वयं के नाम से ग्राहक को किसी अभिलेख का निर्गमन नहीं कर सकता।

- 7.11 प्राधिकृत व्यक्ति की संक्रियाओं में अनियमितता पाये जाने पर, यदि कोई है, सदस्य त्वरित अपना अनुमोदन वापिस ले लेगा। ग्राहक शिकायत का समाधान मिलने तक प्राधिकृत व्यक्ति से संबंधित धन रोक लेगा। प्राधिकृत व्यक्ति जहाँ पर कार्यरत है वहाँ के ग्राहकों को चेतावनी प्रदान करेगा। पुलिस में शिकायत दर्ज करायेगा तथा वे सभी कदम उठायेगा जो ग्राहकों और बाजार के हितों की सुरक्षा के लिए आवश्यक है।
- 7.12 सदस्य को यह सुनिश्चित करना होगा कि एक्सचेंज या आयोग के द्वारा निर्धारित सभी अभिलेखों, जैसी स्थिति हो। जिसमें सदस्य और संघटक संविदा, ग्राहक पंजीकरण प्रपत्र, जोखिम प्रकटीकरण अभिलेख शामिल हैं, को प्राप्त करने के पहले प्राधिकृत व्यक्ति के माध्यम से किसी भी आदेश का कार्यकरण न हो।
- 7.13 विशिष्ट ग्राहक कोड से संबंधित विवरण को अपलोड करने की जिम्मेदारी सदस्य की होगी तथा प्राधिकृत व्यक्ति ऐसे विशिष्ट ग्राहक कोड का न तो निर्माण कर सकेगा और न ही आर्बिट्रिट कर सकेगा।
- 7.14 जब और जैसे एक्सचेंज या आयोग चाहे, उपरोक्त अनुच्छेद 7.12 तथा 7.13 में दर्शाये गये सभी अभिलेख सदस्य के पास लेखा परीक्षण और जांच के लिए उपलब्ध होने चाहिए।
8. एक्सचेंज के दायित्व/बाध्यताएं
- 8.1 कोमोडिटी एक्सचेंज सभी प्राधिकृत व्यक्ति के संबंध में डाटाबेस का रखरखाव करेगा जिसमें निम्नलिखित का समावेश होगा।
- (a) प्राधिकृत व्यक्ति के फोटोग्राफ समेत पैन नंबर तथा साझेदारी या निगम निकाय के संबंध में सभी साझेदार या निदेशकों के फोटोग्राफ समेत पैन नंबर, सहकारी समिति की प्रबंधन समिति/शासकीय निकाय, जो भी नाम हो, के सभी सदस्य/निदेशकों के फोटोग्राफ समेत पैन नंबर।
 - (b) उस सदस्य के बारे में विवरण जिसके पास प्राधिकृत व्यक्ति पंजीकृत किया गया है।
 - (c) प्राधिकृत व्यक्ति के लिए निर्धारित शाखा का स्थान,
 - (d) टर्मिनलों की संख्या और उससे संबंधित विवरण जो कि प्रत्येक प्राधिकृत व्यक्ति को प्रदान किए गये हैं,
 - (e) प्राधिकृत व्यक्ति को दिये गये अनुमोदन की वापसी,
 - (f) प्राधिकृत व्यक्ति के दर्जे या संविधान में बदलाव,
 - (g) प्राधिकृत व्यक्ति द्वारा वायदा संविदा (विनियमन) अधिनियम, 1952, एक्सचेंज के उपकानून, नियम और विनियम या आयोग के मार्गनिर्देशों, जैसी स्थिति हो, के उल्लंघन के लिए सदस्य के विरुद्ध एक्सचेंज द्वारा की गई अनुशासनात्मक कार्रवाई।

उपरोक्त सभी विवरण, सिवा कि ऊपर का (a), कोमोडिटी एक्सचेंज की वेबसाइट पर उपलब्ध कराया जाएगा।

- 8.2 किसी सदस्य की जांच करते समय, एक्सचेंज, यदि चाहे तो, उन सभी शाखाओं की भी जांच कर सकेगा जहाँ प्राधिकृत व्यक्ति के टर्मिनल स्थित हैं और जहाँ सभी संक्रियाओं के अभिलेख तैयार किये जाते हों।
- 8.3 प्राधिकृत व्यक्ति और ग्राहक के बीच किसी विवाद का समाधान सदस्य और ग्राहक के बीच विवाद के रूप में ही किया जाएगा और इसी हिसाब से एक्सचेंज और प्राधिकृत व्यक्ति के बीच उठने वाले विवादों का भी समाधान किया जाएगा।
- 8.4 अनुशासनात्मक कार्रवाई या विनियामक निदेशों के कारण प्राधिकृत व्यक्ति के अनुमोदन की वापसी के संबंध में एक्सचेंज द्वारा वेबसाइट पर प्रेस विज्ञापित जारी की जाएगी जिसमें ऐसे प्राधिकृत व्यक्तियों के नाम दिए जाएंगे तथा अनुमोदन की वापसी या रद्द करने के कारण प्रस्तुत किये जाएंगे।

वर्तमान अध्याय 15 (विविध) का पुनःअंकन अध्याय 16 के रूप में किया जा रहा है।

ह./- अपठनीय

प्रबंध निदेशक और मुख्य कार्यकारी अधिकारी

स्थान : अहमदाबाद

दिनांक : सितम्बर 25, 2013

MCX STOCK EXCHANGE LIMITED

Mumbai-400093

The Rules of MCX Stock Exchange Limited are amended as given below :

1. In Chapter I – Board, for Rule 2, following shall be substituted :—

“(2) Directors of the MCX Stock Exchange Limited shall be appointed in accordance with the provisions of the Articles of Association of the Company as amended from time to time and the provisions contained in this Chapter.”

2. In Chapter I – Board, after the substituted Rule 2, following shall be inserted :—

- (2A) The Composition of the Governing Board shall be as under :—
- (a) Shareholder Directors not exceeding the number of Public Interest Directors;
- (b) Public Interest Directors; and
- (c) Managing Director.

(2B) No person shall be eligible to be appointed as Director unless he is a Fit and Proper Person as defined in SEBI Regulations.

(2C) The Directors, except for Public Interest Director(s) shall be elected by the Shareholders.

(2D) The Managing Director shall be an ex-officio director on the governing board and shall not be included in either the category of Public Interest Directors or Shareholder Directors.

(2E) No trading member or clearing member, or their associates and agents, shall be on the Governing Board.

(2F) Shareholder Directors shall be elected from the shareholders of the Company except Trading Members and their associates and agents.

(2G) Any employee of the Company appointed on the governing board in addition to the Managing Director, shall be deemed to be a Shareholder Director.

(2H) No Foreign Institutional Investor shall have any representation in the Governing Board.

(2I) The Appointment including re-appointment of Shareholder Directors to the governing board shall be with prior approval of SEBI.

(2J) The Public Interest Directors on the governing board shall be nominated by SEBI.

(2K) Public Interest Director shall not be simultaneously on the board of any other stock exchange/clearing corporation or their subsidiary.

(2L) Public Interest Directors shall be nominated for a fixed term of three years, or for such extended period, as may be approved by SEBI. If any issue arises as to whether an assignment or position of a public interest director is in conflict with his role, SEBI's decision shall be final. Public Interest Director shall not be liable to retire by rotation.

(2M) The Chairman of the governing board shall be a Public Interest Director subject to the prior approval by SEBI.

(2N) Public Interest Directors shall be paid only sitting fees as specified in the Companies Act, 1956.

(2O) A person, having such disqualifications as may be prescribed from time to time, shall not be eligible for appointment as a Public Interest Director.

(2P) Managing Director

The appointment, renewal of appointment and termination of service of the Managing Director shall be subject to prior approval of SEBI and the following :—

- (a) The Board may, subject to the guidelines issued by SEBI from time to time, determine the qualification, manner of appointment, terms and conditions of appointment and other procedural formalities associated with the selection/appointment of the Managing Director. In the absence of such determination by the Board, the minimum requirements in the SEBI Regulations shall apply.
- (b) The appointment, as well as re-appointment, of the Managing Director shall not be for a period less than three years or exceeding five years at any point of time.
- (c) The Managing Director shall be liable for removal or termination of services by the governing board with the prior approval of SEBI for failure to give effect to the directions, guidelines and other orders issued by SEBI, or the rules, the articles of association, bye-laws and regulations of the Company.
- (d) SEBI may suo motu remove or terminate the appointment of the managing director if deemed fit in the interest of securities market.

Provided that no managing director shall be removed unless he has been given a reasonable opportunity of being heard.

JOSEPH MASSEY
Managing Director & CEO

NATIONAL MULTI-COMMODITY EXCHANGE OF INDIA LIMITED

Ahmedabad, the 25th September 2013

The approval of the Deputy Director, Forward Markets Commission, under section 12 (1) of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification No. S. O. 1162 dated 4th May, 1960 has been obtained on 29th July, 2013 to the following amendments, made to the Bye-laws of the National Multi-Commodity Exchange of India Ltd., Ahmedabad and the same is hereby notified under sub section 2 of Section 12 of the said Act.

AMENDMENTS IN BYE LAWS

By inserting the following new Chapter in the Bye-laws of the Exchange :—

CHAPTER 15 : REGULATORY FRAMEWORK FOR MARKET ACCESS THROUGH AUTHORISED PERSONS

1. DEFINITION :

- 1.1 “Authorized Person” means and includes any person whether being an individual, (including proprietors), a partnership firm as defined under the Indian Partnership Act, 1932, a Limited Liability Partnership (LLP), as defined under the Limited Liability Partnership Act, 2008, body corporate as defined under the Companies Act, 1956 or a Co-operative Society as defined under the Co-operative Societies Act, 1912/Multi State Co-operative Societies Act, 2002/any other respective State/UT Co-operative Society Act (including federations of such co-operative societies), who is appointed as such by a Member of a recognized Commodity Derivative Exchange upon the approval of such Commodity Exchange, for providing access to the trading platform of a Commodity Derivative Exchange, as an agent of the Member of the Commodity Derivative Exchange.
- 1.2 “Commodity Exchange” means a Commodity Derivative Exchange as recognized under Section 6 of the Forward Contracts (Regulation) Act, 1952.
- 1.3 “Commission” means the Forward Markets Commission established under Section 3 of the Forward Contracts (Regulation) Act, 1952.

2. APPOINTMENT OF AUTHORISED PERSON

- 2.1 Member(s) of Commodity Exchange(s) may appoint one or more Authorized Persons after obtaining specific prior approval from the Commodity Exchange.
- 2.2 The approval as well as the appointment shall be specific for each such Authorized Person.

3. PROCEDURE FOR APPOINTMENT

- 3.1 A Member of a Commodity Exchange may apply to the Commodity Exchange, in such format as may be notified by the Commodity Exchange for appointment as “Authorized Person”.
- 3.2 On receipt of the application for approval of the appointment of an Authorized Person from its Member, the Commodity Exchange may :—
 - (a) accord approval on satisfying itself that the person is eligible for appointment as Authorized Person, or
 - (b) refuse approval on satisfying itself that the person is not eligible for appointment as Authorized Person.
- 3.3 The Exchange will have the discretion to refuse or withdraw permission if any, granted/to be granted to any Authorized Person at any time without assigning

any reason, if the Exchange, in its absolute discretion, considers such refusal/withdrawal to be in the interest of the market.

4. ELIGIBILITY CRITERIA

4.1 Individuals

An individual is eligible to be appointed as “Authorized Person” if he :

- (a) is a citizen of India;
- (b) is not less than 18 years of age;
- (c) has not been convicted of any offence involving fraud or dishonesty;
- (d) if he has been suspended or barred by any Stock or Commodity Exchange for a period of more than six continuous calendar months, a period of three years must elapse from the date of completion of the period of suspension before he is considered for a reappointment as an Authorized Person;
- (e) has a good reputation and character;
- (f) has passed at least 10th standard or equivalent examination from an institution recognized by the Central Government/State Government; and
- (g) possesses such certification that may be prescribed by the Commodity Derivative Exchange, as approved by the Commission from time to time.

4.2 A partnership firm, LLP or a body corporate

A partnership firm, LLP or a body corporate is eligible to be appointed as Authorized Person :

- (a) if all the partners or directors, as the case may be, comply with the requirements contained in clause 4.1 above
- (b) the object clause of the partnership deed or of the Memorandum of Association contains a clause permitting the person to deal in commodities derivatives contracts.

4.3 A co-operative society shall be eligible to be appointed as an “Authorized Person”

- (a) if all the Members/Directors by whatever name called, of the Managing Committee/Governing Body comply with the requirements contained in clause 4.1 above. However, in respect of clause at 4.1(f) above, the Exchanges may at its own discretion relax the criteria of educational qualifications.
- (b) if the object clause of the Memorandum of Association of the co-operative society contains a clause permitting the co-operative society to deal in commodity derivatives contracts.

4.4 Infrastructure

The Authorized Person must have necessary infrastructure, viz., adequate office space, equipment, manpower and such other infrastructural facilities, which the Exchange may prescribe from time to time, to effectively discharge the activities on behalf of the Member.

5. CONDITIONS OF APPOINTMENT

5.1 On being appointed as an “Authorized Person” of a Member of the Commodity Exchange, such person or entity shall not, during continuation of being an Authorized Person of such Member, qualify for becoming Authorized Person of any other Member of that Exchange.

5.2 No Director of a Member (if Member is a company under the Companies Act) or a partner of the Member (if Member is a partnership firm or a LLP) or a Member/Director of the Managing Committee/Governing Body of a Member (if the member is a co-operative society) shall be eligible to become an “Authorized Person” of any other Member of the Commodity Exchange in which its company, partnership firm, LLP or co-operative society as the case may be, is a Member.

5.3 The Authorized Person shall not receive or pay any money or deal in deliveries of commodities in its own name or account. All receipts and payments of money and dealings in commodities shall be in the name or account of the concerned Member of the Exchange of whom he is appointed as the Authorized Person.

5.4 The Authorized Person shall receive his remuneration - fees, charges, commission, salary, etc. - for his services only from the Member of which it is an “Authorized Person” and he shall not charge any amount under whatever head from the clients of the Member of the Exchange.

5.5 All acts of omission and commission of the Authorized Person shall be deemed to be those of the Member.

5.6 The Member and the “Authorized Person” shall enter into written agreement(s) in the form(s) specified by the Exchange. The agreement shall, *inter alia*, cover scope of the activities, responsibilities, confidentiality of information, conditions for appointment as “Authorized Persons” as prescribed in these regulations, particulars of remuneration (whether by way of salary, commission, allowance or otherwise), termination clause, etc.

5.7 The permission granted by the Exchange for any Authorized Person is only to facilitate the Members to trade on the Exchange platform through persons authorized by them and such permission shall not be

construed in any manner whatsoever to waive, reduce or affect the liability and responsibility of the Member in such matter.

6. WITHDRAWAL OF APPROVAL

Approval given to an Authorized Person may be withdrawn by the Exchange :

- 6.1 on receipt of a request to that effect from the Member or the Authorized Person concerned, subject to compliance with the requirements that may be prescribed by the Exchange;
- 6.2 on being satisfied that the continuation of the Authorized Person is detrimental to the interests of investors or the commodities market.
- 6.3 on becoming ineligible under clause 4 of these regulations at a subsequent date.
- 6.4 upon the directions of the Commission.

7. OBLIGATIONS OF THE MEMBER OF THE EXCHANGE

- 7.1 The Member shall enter into an agreement prescribed by the Exchange with each of such Authorized Persons after receipt of communication of acceptance of such Authorized Person by the Exchange.
- 7.2 The Member shall permit the Authorized Person to admit or introduce clients and accept orders from the clients on their behalf only after execution of the Agreement as stated at clause 7.1 above.
- 7.3 The Member shall be responsible for all acts of omission and commission of his Authorized Person and/or their employees, including liabilities arising therefrom.
- 7.4 If any trading terminal is provided by the Member to an "Authorized Person" the place where such trading terminal is located shall be treated as branch office of the Member.
- 7.5 The Member shall display at each such branch office, additional information such as, particulars of Authorized Person in charge of that branch, terms and conditions of his appointment, time lines for dealing through Authorized Person, etc. as may be specified by the Commodity Exchange.
- 7.6 The Members shall notify changes, if any, in the Authorized Person to all registered Clients of that branch at least 15 days before the change.
- 7.7 The Member shall conduct periodic inspection of the branches assigned to Authorized Persons and records of the operations carried out by them, as prescribed by the Exchange.
- 7.8 It shall be the responsibility of the Member to audit the records of its Authorized Person to ensure that they comply with the Rules, Bye-Laws and Regulations of the Exchange.

7.9 The client dealing through an Authorized Person shall be registered with the Member only. The funds, monies, commodities or warehouse receipts, as the case may be, of the clients shall be settled directly between the Member and client. No fund or commodities of the clients shall be transferred/ deposited/credited into any account of an Authorized Person.

7.10 All documents like contract notes, statement of funds and commodities etc. would be issued by the Member to the client. Authorized Person may provide administrative assistance in procurement of documents and settlement, but shall not issue any document to client in its own name.

7.11 On noticing irregularities, if any, in the operations of an Authorized Person, the Member shall forthwith seek withdrawal of approval, withhold all moneys due to Authorized Person till resolution of client grievances, alert clients in the location where Authorized Person operates, file a complaint with the police, and take all measures as may be required to protect the interest of its clients and the market.

7.12 Members shall ensure that no orders are executed at the Authorized Person's end before all documents as prescribed by the Exchange or the Commission, as the case may be, including Member and Constituents Agreement, Client Registration Form and Risk Disclosure Document are obtained from each such client.

7.13 Uploading of details pertaining to the Unique Client Code shall be the responsibility of the Member and the Authorized Person cannot create or allot Unique Client Code to any client.

7.14 All documents as mentioned in clause 7.12 and 7.13 above should be available with the Member for audit and inspection as and when required by the Exchange or the Commission.

8. OBLIGATIONS OF THE EXCHANGE

8.1 The Commodity Exchange shall maintain a database of all the Authorized Persons, which shall include the following :

- (a) PAN number of Authorized Person and in case of partnership or body corporate, PAN number of all the partners or Directors as the case may be along with photographs, PAN number of all the Members/ Directors by whatever name called of the Managing Committee/Governing Body of a co-operative society along with photographs.
- (b) Details of the Member with whom the Authorized Person is registered.
- (c) Locations of the branch assigned to the Authorized Person.

- (d) Number of terminals and their details, given to each Authorized Person.
- (e) Withdrawal of approval of an Authorized Person.
- (f) Change in the status or constitution of Authorized Person.
- (g) Disciplinary action taken by the Exchange against any Member for violations of the Forward Contracts (Regulation) Act, 1952, Bye-laws, Rules, Regulations of the Exchange or directions of the Commission, as the case may be, by the Authorized Person.

All the above details except (a) above, shall be made available on the web site of the Commodity Exchange.

- 8.2 While conducting the inspection of the Member, the Commodity Exchange may, also conduct an inspection of the branches where the terminals of Authorized Persons are located and records of the operation carried out by them.

- 8.3 Any dispute between a client and an Authorized Person shall be treated as a dispute between the client and the Member and the same shall be redressed by the concerned Exchange accordingly.

- 8.4 In case of withdrawal of approval of an Authorized Person due to disciplinary action or upon the regulatory directive, the Commodity Exchange shall issue a press release and disseminate the names of such Authorized Persons on its website citing the reason for withdrawal or cancellation of approval.

The existing Chapter 15 (Miscellaneous) be renumbered as Chapter 16.

A. MISHRA
Managing Director & CEO

Place : Ahmedabad

Date : September 25, 2013

मुद्रण निदेशालय द्वारा, भारत सरकार मुद्रणालय, एन.आई.टी. फरीदाबाद में मुद्रित
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